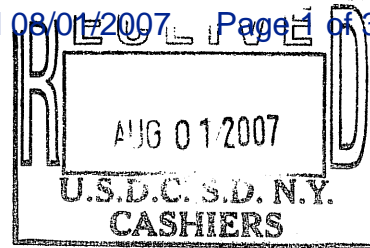


BADIAK & WILL, LLP
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Our Ref.: 07-A-004-RB



JUDGE SWAIN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GREAT AMERICAN INSURANCE CO., as
Subrogee of PRICE AND PIERCE INTERNATIONAL,
INC.,

07 CIV 6913

Plaintiffs,

COMPLAINT

-against-

COSCO CONTAINER LINES and COSCO
CONTAINER LINES AMERICAS, INC.,

Defendants.

-----X

Plaintiff, GREAT AMERICAN INSURANCE CO. ("GAIC"), by its attorneys, BADIAK & WILL, LLP, complains of the defendants, COSCO CONTAINER LINES ("CCL") and COSCO CONTAINER LINES AMERICAS, INC. ("CCLA"), upon information and belief as follows:

1. This is an admiralty and maritime claim pursuant to Rule 9(h) of the Federal Rules of Civil Procedure.
2. Plaintiff, GAIC, was and still is a stock insurance company, authorized to do business in the State of New York, with an office and place of business located at 65 Broadway, New York, New York 10006.

3. Defendant, CCL, was and still is a corporation duly organized and existing under and by virtue of the laws of a foreign nation with an office and place of business located at 100 Lighting Way, Secaucus, New Jersey 07094.

4. Defendant, CCLA, was and still is a corporation duly organized and existing under and by virtue of the laws of one of the United States of America with an office and place of business located at 100 Lighting Way, Secaucus, New Jersey 07094.

5. Defendant, CCL, was and still is a common carrier of merchandise by water for hire and defendant CCLA was the agent of CCL in the United States.

6. Plaintiff is the insurer of cargo who was obligated under its policies of insurance to pay, and did make payments to its assured, for loss and damage to the shipments and would be, or otherwise become, subrogated to the rights of its assured against third parties, including the defendants, for the loss and damage sustained and who is now entitled to maintain this action.

7. All conditions precedent required by plaintiff and its predecessors in interest have been performed.

8. That on or about June 23, 2006, plaintiff's subrogor booked container # CBHU 991000-3 containing 24.09 metric tons Kraft liner board with defendant, CCLA, to be shipped from Savannah, Georgia to Manila, Philippines on board the vessel "YM SOUTH".

9. Defendant loaded this container onto the vessel "ZIM MEDITERRANEAN" for transit to Haifa, Israel.

10. Upon being notified of the error, plaintiff's subrogor PRICE AND PIERCE INTERNATIONAL, requested the container be immediately returned.

11. Defendants, CCL and CCLA, ignored the instructions to return the container and left the container on the dock at Haifa, Israel.

12. Eventually, the Port of Haifa sold the cargo to pay for storage charges incurred by the container in Haifa.

13. This action arises due to the gross negligence and breach of contract of defendants, CCL and CCLA.

14. By said premises, plaintiff suffered damages in the amount of \$12,000.00, no part of which has been paid although duly demanded of defendants.

WHEREFORE, Plaintiff, GREAT AMERICAN INSURANCE CO., demands judgment against defendants, COSCO CONTAINER LINES and COSCO CONTAINER LINES AMERICAS, INC., both jointly and severally, in the amount of \$12,000.00, plus interest, costs, attorney's fees and such other and further relief as this Court may deem just and proper.

DATED: Mineola, New York
July 31, 2007

BADIAK & WILL, LLP
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Our Ref.: 07-A-004-RB

By: _____


ROMAN BADIAK (RB-1130)